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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

VALENCIA KING, individually, and on
behalf of other members of the general public
similarly situated; VICTORIA PERKINS,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

LEISURE CARE, LLC, a Washington
limited liability company; FRESN, LLC, a
Washington limited liability company;
LIVERMORE SENIOR LIVING, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: RG21099267 [*Consolidated
with Case No.: RG21112925*]

Honorable Michael Markman
Department 23

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declarations of Proposed
Class Representatives (Valencia King and
Victoria Perkins); Declaration of
Defendants' Counsel (Giancarlo Urey);
and [Proposed] Order filed concurrently
herewith]

Reservation ID: 076647801977
Date: June 27, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: May 14, 2021
FAC Filed: March 4, 2024
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Valencia King and Victoria Perkins (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October

1 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
2 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
3 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
4 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
5 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
6 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
7 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
8 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
9 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
10 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
11 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
12 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
13 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
14 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
15 involving the executive, administrative, and other overtime exemptions to the State of California
16 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
17 has successfully obtained class certification by contested motion practice in approximately fifteen
18 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

19 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
20 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
21 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
22 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
25 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
26 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
27 all courts of the State of California and all United States District Courts in the State of California.
28 He has worked on many wage-and-hour class action and representative action cases, taking the

1 lead in taking and defending depositions, arguing motions, and attending mediations. He has
2 played an integral role in preparing matters for class certification, including and not limited to,
3 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
4 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
5 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
6 No. RG13680477). He has worked on over one hundred (100) class action or representative action
7 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
8 herein.

9 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
13 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
14 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
15 Court. She has taken and defended dozens of depositions and successfully handled motion
16 practice in class action cases regarding discovery (including and not limited to, regarding class
17 contact information), class certification (both contested class certification and stipulated class
18 certification), arbitration agreements, coordination, intervention. She has successfully handled
19 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
20 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
21 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24,
22 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).
23 She also has extensive experience with class action and/or representative action settlements.
24 Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class
25 certification and court approval process for hundreds of class action and/or representative action
26 matters that have successfully resolved. She is a member of the California Employment Lawyers
27 Association.

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6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree from California State University, Northridge in 2019 and earned my Juris Doctor degree from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

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i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number is
5 CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

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1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company on
8 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. The San Bernardino County Superior Court Case
23 Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

3 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval of
19 the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

21 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
22 nutritional products manufacturer on behalf of non-exempt production line employees. On
23 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
24 certified a class. The Solano County Superior Court Case Number is FCS051001.

25 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
26 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
27 the court granted the plaintiff's motion for class certification in part and certified a class. The San
28 Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand, and Defendants Leisure Care, LLC, Fresno, LLC, Livermore Senior Living, Heritage Estates, and Dan B. Madsen (collectively, "Defendants"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**Exhibit A**" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, as of March 7, 2024, the Class is estimated to consist of approximately two thousand three hundred thirty-two (2,332) individuals.

10. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Group Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. On July 12, 2021, Plaintiff Valencia King provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants Leisure Care, LLC, Livermore Senior Living, Heritage Estates, and Dan B Madsen by Certified Mail, of the specific provisions of the California Labor Code that Defendants are alleged to have violated. A true and correct copy of the notice is attached hereto as "**EXHIBIT 2.**"

12. Class Counsel has litigated the case for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members and of the Released PAGA Claims of Plaintiff Valencia King, PAGA Group Members, and the State of California, against the Released Parties.

13. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Class Counsel conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendants, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to:

1 Plaintiffs' employment records, a detailed sampling of Plaintiffs' and other Class Members' time
2 data and pay records, multiple iterations of Defendants' Employee Handbook, internal
3 memoranda, new hire orientation checklists, job descriptions, company policy acknowledgments
4 (including but not limited to Employee's Statement of Understanding, Employee Acknowledgment
5 of Leisure Care's Diversity & Experience Training, Uniform Acknowledgment and Statement
6 Acknowledging Requirement to Report Suspected Abuse of Dependent Adults and Elders), forms
7 (including but not limited to Employee Personnel Action Form), procedures, and policies
8 (including but not limited to Meal and Rest Period Agreement), among other information and
9 documents. Class Counsel had the opportunity to interview Plaintiffs and other class members to
10 gather information regarding the facts and circumstances surrounding Plaintiffs' and putative class
11 members' employment and to identify potential witnesses. Counsel for the Parties also met and
12 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the
13 production of documents and data prior to the mediation. Class Counsel also drafted pleadings and
14 the mediation brief and prepared for and attended court proceedings, mediation, and settlement
15 negotiations, among other tasks.

16 14. Counsel for the Parties have also invested time researching and investigating the
17 applicable law, which is constantly evolving as it relates to class certification, representative
18 PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
19 Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered.
20 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
21 reasonable.

22 15. The Settlement provides for a Gross Settlement Amount of Two Million Four
23 Hundred Thousand Dollars and Zero Cents (\$2,400,000.00). The Net Settlement Amount is the
24 Gross Settlement Amount less the following amounts subject to approval by the Court: Class
25 Counsel Fees Payment and Litigation Expenses Payment, Service Payments, PAGA Payment, and
26 Settlement Administration Expenses. Assuming that the amounts allocated under the Settlement
27 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
28 for distribution to the Participating Class Members is currently estimated to be One Million Two

1 Hundred Three Thousand Dollars and Zero Cents (\$1,203,000.00). Additionally, 75% of the
2 PAGA Payment (i.e., the LWDA Payment), which is \$204,000.00 out of \$272,000.00, will be
3 distributed to the California Labor and Workforce Development Agency (“LWDA”) and 25% of
4 the PAGA Payment (i.e., PAGA Group Member Amount), which is \$68,000.00 out of
5 \$272,000.00, will be distributed on a *pro rata* basis to PAGA Group Members. The Net Settlement
6 Amount will be fully distributed to Participating Class Members and the PAGA Payment will be
7 fully distributed to the LWDA and PAGA Group Members, in accordance with the terms of the
8 Settlement, and there is no reversion to Defendants.

9 16. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
10 “Settlement Administrator”) to handle the notice and settlement administration process. The
11 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as
12 the Settlement Administrator. Defendants will provide the Settlement Administrator with a list of
13 Class Members that Defendants will compile from its records, which shall include each Class
14 Member’s full name, last known mailing address, Social Security Number, punch data of non-
15 exempt employees who were employed by Defendants in California during the Class Period and,
16 if applicable, during the PAGA Period, punch data of non-exempt employees who were employed
17 at a Leisure Care-Managed Community in California during the Class Period and, if applicable,
18 during the PAGA Period, and such other information and data as necessary for the Settlement
19 Administrator to independently calculate the Workweeks (“Class Data”). The Settlement
20 Administrator will calculate each Participating Class Member’s estimated *pro rata* share of the Net
21 Settlement Amount (“Individual Settlement Share”) and each PAGA Group Members’ estimated
22 *pro rata* share of the PAGA Group Member Amount (“Individual PAGA Payment”). The
23 Settlement Administrator will also receive Requests for Exclusion, objections to the Class
24 Settlement, and Workweek Disputes; provide necessary reports and declarations; calculate,
25 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
26 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
27 including and not limited to, mailing payments to Participating Class Members and PAGA Group
28 Members; and perform any other usual and customary duties for administering a class action

1 settlement. The Settlement Administration Expenses are currently estimated not to exceed
2 Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) and will be paid out of the Gross
3 Settlement Amount, subject to approval of the Court.

4 17. Based on investigation and information discovered, Class Counsel believes that
5 there is sufficient evidence to support the allegations made in the lawsuits, including the
6 allegations that Defendants, with respect to Plaintiffs and the putative class members and
7 aggrieved employees, *inter alia*, failed to properly pay overtime and minimum wages and
8 associated premium pay, failed to provide compliant meal and rest periods and to pay associated
9 premium pay, failed to timely pay wages during employment and upon termination of
10 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
11 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
12 business practices and conduct giving rise to penalties recoverable under the Private Attorneys
13 General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that
14 they and other putative class members and aggrieved employees were expected to perform similar
15 job duties and were subject to the same or similar operations and employment policies, practices,
16 and procedures. Additionally, Plaintiffs asserted that Defendants' recordkeeping practices with
17 respect to Plaintiffs, Class Members and PAGA Group Members were substantially the same
18 during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that
19 they and putative class members and aggrieved employees were uniformly not paid all of the
20 compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that
21 the outcome of this litigation would be determined by Defendants' uniform operations and
22 employment practices, policies, and procedures that Plaintiffs allege applied across their hourly-
23 paid or non-exempt employees in California during the relevant time period.

24 18. Class Counsel is aware of the defenses and position of Defendants, but believes that
25 Plaintiffs could potentially obtain class certification despite many obstacles. Class Counsel has
26 also taken into account the uncertainty and risk of the outcome of further litigation, and the
27 difficulties and delays inherent in such litigation, including those involved in class certification
28 and/or representative adjudication. Plaintiffs and Class Counsel further recognize the burdens of

1 proof necessary to establish liability for the claims asserted in the lawsuits, Defendants' defenses,
2 and the difficulties in establishing entitlement to monetary recovery. Class Counsel have also
3 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
4 experienced and well-regarded in complex labor and employment matters.

5 19. Defendants, on the other hand, denied and continue to deny any liability and
6 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that
7 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
8 than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both
9 sides have also had the opportunity to conduct investigations and gather documents and
10 information relating to Plaintiffs', Class Members' and PAGA Group Members' employment with
11 Defendants, and Defendants' operations and employment policies, practices, and procedures.
12 Counsel for the Parties also reviewed and analyzed thousands of pages of documents and data,
13 including but not limited to a detailed sampling of Class Members' and PAGA Group Members'
14 time and pay information, to determine the potential value and strength of the claims. The
15 available information enabled Class Counsel to assess and value the class and PAGA claims and
16 prepare violation, damages, and penalties analyses and models. Accordingly, counsel for the
17 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
18 nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the
19 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
20 strengths and weaknesses of each side's position and the uncertainty of how the cases might have
21 concluded at certification, trial, and/or appeals.

22 20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
23 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
24 (i.e., \$840,000.00) and expenses and costs in an amount not to exceed Thirty Thousand Dollars
25 and Zero Cents (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to
26 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of
27 litigation and will not receive any compensation until recovery is obtained.

28 ///

21. The Settlement Agreement provides for payment of up to Fourteen Thousand Five Hundred Dollars and Zero Cents (\$14,500.00) each to Plaintiffs as Service Payments (for a combined total of \$29,000.00), to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive a Service Payment, in addition to their individual settlement payments, for services performed in the matter on behalf of the Class, PAGA Group Members, and the State of California.

22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, PAGA Group Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 3rd day of June 2024, at Glendale, California.



Selena Matavosian

EXHIBIT 1

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement
3 Agreement”) is made by and between Plaintiff Valencia King (“Plaintiff King”) and Plaintiff Victoria
4 Perkins (“Plaintiff Perkins”) (together, “Plaintiffs”) and Defendants Leisure Care, LLC, Fresn, LLC,
5 Livermore Senior Living, Heritage Estates, and Dan B. Madsen (collectively, “Defendants”) (together,
6 with Plaintiffs, the “Parties” or individually referred to as “Party”).

7 This Settlement Agreement shall be binding on Plaintiffs, Participating Class Members (as defined
8 below), PAGA Group Members (as defined below), the State of California (as set forth herein), and on
9 Defendants, subject to the terms and conditions hereof and approval of the Court.

10 **I. DEFINITIONS**

11 In addition to other terms defined in this Agreement, the terms below have the following meaning
12 in this Agreement:

13 A. “Actions” mean the actions entitled *Valencia King v. Leisure Care, LLC, et al.*, Case No.
14 RG21099267 pending in the Superior Court of the State of California, County of Alameda; *Valencia King*
15 *v. Leisure Care, LLC, et al.*, Case No. RG21112925 pending in the Superior Court of the State of
16 California, County of Alameda; and *Victoria Perkins v. Leisure Care, LLC, et al.*, Case No.
17 22CECG01299, pending in Superior Court of the State of California, County of Fresno.

18 B. “Class” means all current and former non-exempt employees who were employed by
19 Defendants or who were employed at a Leisure Care-Managed Community in the State of California at
20 any time during the Class Period.

21 C. “Class Member” means a member of the Class.

22 D. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Selena
23 Matavosian of Lawyers *for* Justice, PC.

24 E. “Class Counsel Fees Payment” and “Litigation Expenses Payment” mean the amounts to
25 be paid to Class Counsel for attorneys’ fees and reimbursement of litigation expenses, respectively, as
26 approved by the Court, to compensate them for their legal work in connection with the Actions, including
27 their pre-filing investigation, filing of the Actions, all related litigation activities, all Settlement work, all
28

1 post-Settlement compliance procedures, and related litigation expenses incurred in connection with the
2 Actions.

3 F. “Class Data” means a complete list of all Class Members that Defendants will diligently
4 and in good faith compile from their records and provide to the Settlement Administrator. The Class
5 Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class
6 Member’s full name, last known mailing address, Social Security Number, punch data of non-exempt
7 employees who were employed by Defendants in California during the Class Period and, if applicable,
8 during the PAGA Period, punch data of non-exempt employees who were employed at a Leisure Care-
9 Managed Community in California during the Class Period and, if applicable, during the PAGA Period,
10 and such other information and data as necessary for the Settlement Administrator to independently
11 calculate the Workweeks (as defined below).

12 G. “Class Notice” means the Notice of Class Action Settlement, substantively in the form
13 attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

14 H. “Class Period” means the period from May 14, 2017 through June 25, 2023, or the
15 Alternate End Date, if applicable pursuant to Section IV.C.5.

16 I. “Class Settlement” means the settlement and release of all Released Class Claims.

17 J. “Court” means the Superior Court of the State of California for the County of Alameda.

18 K. “Defendants’ Counsel” means Giancarlo Urey and Maria Arakelian of Davis Wright
19 Tremaine LLP.

20 L. “Effective Date” means the date when all of the following events have occurred: (1) the
21 Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the
22 Court has given and entered Preliminary Approval to the Settlement; (3) the Class Notice has been
23 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
24 Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and
25 entered Final Approval Order and Judgment; and (5) the later of the following events: five (5) business
26 days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final
27 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having
28 been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval

Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

M. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of judgment based thereon.

N. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Final Approval Order and Judgment.

O. “Gross Settlement Amount” means Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) to be paid by Defendants and subject to Section IV.C.5, in full resolution of all Released Class Claims, Released PAGA Claims, and the Actions. This amount is an all-in amount without any reversion to Defendants and will be inclusive of all payments of the Individual Settlement Shares to the Participating Class Members, Individual PAGA Payments to PAGA Group Members, Settlement Administration Expenses to the Settlement Administrator, Class Counsel Fees Payment to Class Counsel, Litigation Expenses Payment to Class Counsel, Service Payments to Plaintiffs, and LWDA Payment to the LWDA, as set forth in this Agreement. The employer’s share of payroll taxes on the Wage Portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

P. “Individual PAGA Payment” means a PAGA Group Member’s *pro rata* share of the PAGA Group Member Amount that a PAGA Group Member is eligible to receive under the PAGA Settlement, to be calculated in accordance with Section IV.B.3.a below.

Q. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Share.

R. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Section IV.C.2 below.

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1 S. “Leisure Care-Managed Community” means any and all of the following eleven (11)
2 retirement communities: (1) Bella Villaggio (Palm Desert), (2) Fairwinds – Ivey Ranch (Oceanside),
3 (3) Fairwinds – West Hills (West Hills), (4) Fairwinds – Woodward Park (Fresno), (5) Heritage Estates
4 (Livermore), (6) Heritages Estates Senior Apartments (Livermore), (7) Springfield Place (Petaluma), (8)
5 The Linden at Murrieta (Murrieta), (9) The Woodlake (Sacramento), (10) Sunnycrest Senior Living
6 (Fullerton), and (11) Newport Beach Plaza (Newport Beach).

7 T. “LWDA” means the California Labor and Workforce Development Agency.

8 U. “LWDA Payment” means the amount that the Parties have agreed to pay the LWDA for
9 its seventy-five percent (75%) share of the PAGA Payment, as set forth in Section IV.B.3 below.

10 V. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is
11 available for distribution to Participating Class Members for the Class Settlement, which is the Gross
12 Settlement Amount less the Court-approved amounts for the Service Payments, Class Counsel Fees
13 Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses.

14 W. “Non-Participating Class Member” means a Class Member who submits a valid and timely
15 Request for Exclusion from the Class Settlement.

16 X. “PAGA Group” or “PAGA Group Member(s)” means all current and former non-exempt
17 employees who were employed by Defendants or who were employed at a Leisure Care-Managed
18 Community in the State of California at any time during the PAGA Period.

19 Y. “PAGA Payment” means Two Hundred Seventy-Two Thousand Dollars and Zero Cents
20 (\$272,000.00) of the Gross Settlement Amount allocated as civil penalties under the Private Attorneys
21 General Act, California Labor Code § 2698, *et seq.* (“PAGA”). Seventy-five percent (75%) of the PAGA
22 Payment, or Two Hundred Four Thousand Dollars and Zero Cents (\$204,000.00), will be payable to the
23 LWDA (“LWDA Payment”), and the remaining twenty-five percent (25%), or Sixty-Eight Thousand
24 Dollars and Zero Cents (\$68,000.00), will be distributed on a *pro rata* basis to PAGA Group Members
25 based on their Workweeks during the PAGA Period (“PAGA Group Member Amount”).

26 Z. “PAGA Period” means the period from July 12, 2020 through June 25, 2023, or the
27 Alternate End Date, if applicable pursuant to Section IV.C.5.

28 AA. “PAGA Settlement” means the settlement and release of Released PAGA Claims.

1 BB. "Participating Class Member" means a Class Member who does not submit a valid and
2 timely Request for Exclusion from the Class Settlement.

3 CC. "Preliminary Approval" means entry of the Court order granting preliminary approval of
4 the Settlement Agreement.

5 DD. "Released Class Claims" means any and all claims, rights, demands, liabilities, and causes
6 of action of any nature or description, under state, federal, or local law, that were alleged in the Operative
7 Complaint (as defined below), or reasonably could have been alleged based on the factual allegations
8 contained in the Operative Complaint, arising during the Class Period, including claims for failure to pay
9 all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods
10 and to properly provide associated premium pay, failure to provide proper rest periods and associated
11 premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely
12 during employment, failure to provide compliant wage statements, failure to keep requisite payroll
13 records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§
14 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800
15 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001, unfair
16 business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the
17 aforementioned, and all damages, penalties, interest, and other amounts recoverable under the
18 aforementioned claims, causes of action, or legal theories of relief. Plaintiffs and Participating Class
19 Members will release Defendants and the Released Parties from all remedies that could be claimed in
20 connection with the Released Class Claims including but not limited to, statutory, constitutional,
21 contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs,
22 restitution, and equitable relief.

23 EE. "Released PAGA Claims" means any and all causes of action that were alleged in the *King*
24 PAGA Complaint and LWDA Letter, or reasonably could have been alleged based on the factual
25 allegations contained in the *King* PAGA Complaint (as defined below) and LWDA Letter (as also defined
26 below), arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act,
27 California Labor Code § 2698, *et seq.*, for Defendants' alleged failure to pay all wages due (including
28 minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide

1 associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay
2 all wages timely at the time of termination, failure to pay all wages timely during employment, failure to
3 provide compliant wage statements, failure to keep requisite payroll records, failure to provide requisite
4 written notice of material terms of employment (including regarding rate of pay, allowances, payday,
5 name of employer, employer's physical address, employer's telephone number, employer's workers'
6 compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during
7 employment, and failure to indemnify necessary business expenses, in violation of California Labor Code
8 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 551, 552, 558, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
9 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001.

10 FF. "Released Parties" means Defendants Leisure Care, LLC, FRESN, LLC, Livermore Senior
11 Living Associates LP, Murrieta Seniors Associates, L.P., LC-LIVSA, and Dan B. Madsen and all affiliated
12 predecessor and successor entities, and each such entity's respective present and former subsidiaries
13 parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees,
14 insurers, representatives, predecessors, successors and assigns.

15 GG. "Request for Exclusion" means the written request by a Class Member to exclude himself
16 or herself from the Class Settlement submitted in accordance with Section IV.D.3.a below.

17 HH. "Service Payments" means the amount to be paid to Plaintiffs in recognition of their efforts
18 in prosecuting the Actions, as set forth in Section IV.B.1 below.

19 II. "Settlement Administrator" means Phoenix Settlement Administrators, the third-party
20 administrator proposed by the Parties and approved by the Court for purposes of administering the
21 Settlement. The Parties and their counsel each represent that they do not have any financial interest in
22 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
23 could create a conflict of interest.

24 JJ. "Settlement Administration Expenses" means the expenses payable from the Gross
25 Settlement Amount, subject to Court approval, to the Settlement Administrator for administration of the
26 Settlement, as set forth in Section IV.B.4 below.

27 KK. "Workweek(s)" means the number of weeks each Class Member was employed by
28 Defendants (or otherwise employed at a Leisure Care-Managed Community) as a non-exempt employee

in California during the Class Period and the number of weeks each PAGA Group Member was employed by Defendants (or otherwise employed at a Leisure Care-Managed Community) as a non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator by dividing the total number of calendar days in which each Class Member was employed by Defendants during the applicable Class Period and each PAGA Group Member was employed by Defendants during the applicable PAGA Period (less any days on a leave of absence) by seven (7).

II. RECITALS

A. On July 12, 2021, Plaintiff King sent a letter to the LWDA and Defendants, regarding her intent to pursue civil penalties for claimed violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders, including *inter alia*, Wage Order 5-2001, and any other applicable IWC Wage Order (“LWDA Letter”).

B. On May 14, 2021, Plaintiff King filed a Class Action Complaint for Damages (“*King Class Complaint*”) against Defendants Leisure Care, LLC and Livermore Senior Living in the Superior Court of the State of California for the County of Alameda, Case No. RG210992627, entitled *Valencia King v. Leisure Care, LLC, et al.*, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses), and (10) California Business & Professions Code § 17200, *et seq.* (“*King Class Action*”).

C. On July 7, 2021, Defendants Leisure Care, LLC and Livermore Senior Living filed an Answer to the *King Class Complaint*.

D. On September 16, 2021, Plaintiff King filed a Complaint for Enforcement Under the

1 Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“*King* PAGA Complaint”) against
2 Defendants Leisure Care, LLC, Heritage Estates, Livermore Senior Living, and Dan B. Madsen for
3 penalties under the California Private Attorneys General Act in the Superior Court of the State of
4 California for the County of Alameda, Case No. RG21112925, entitled *Valencia King v. Leisure Care,*
5 *LLC, et al.* (“*King* PAGA Action”).

6 E. On November 5, 2021, Defendants Leisure Care, LLC, Heritage Estates, Livermore Senior
7 Living, and Dan B. Madsen filed an Answer to the *King* PAGA Complaint.

8 F. On February 25, 2022, the Court consolidated the *King* Class Action and the *King* PAGA
9 action, and deemed the *King* Class Action as the lead case.

10 G. On April 28, 2022, Plaintiff Perkins filed a Class Action Complaint for Damages (“*Perkins*
11 Complaint”) against Defendants Leisure Care, LLC and Fresn, LLC in the Superior Court of the State of
12 California for the County of Fresno, Case No. 22CECG01299, entitled *Victoria Perkins v. Leisure Care,*
13 *LLC, et al.*, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Failure
14 to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal
15 Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Compliant Rest
16 Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay
17 Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6)
18 California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor
19 Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d)
20 (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to
21 Reimburse Business Expenses), and (10) California Business & Professions Code § 17200, *et seq.*
22 (“*Perkins* Action”).

23 H. On July 19, 2022, Defendants Leisure Care, LLC and Fresn, LLC filed an Answer to the
24 *Perkins* Complaint.

25 I. On February 20, 2024, Plaintiff King filed a First Amended Class Action Complaint for
26 Damages (“Operative Complaint” or “First Amended Complaint”) in the *King* Class Action, thereby
27 adding Plaintiff Perkins to the *King* Class Action and fleshing out additional allegations.

28 ///

1 J. Defendants deny all material allegations set forth in the Actions and has asserted
2 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
3 Defendants desire to fully and finally settle the Actions, Released Class Claims, and Released PAGA
4 Claims.

5 K. Class Counsel in the Actions diligently investigated the allegations asserted in the
6 Actions and evaluated the claims against Defendants, including any and all applicable defenses and the
7 applicable law. The investigation included, *inter alia*, the exchange of information, data, and
8 documents, and review of numerous corporate policies and practices.

9 L. On April 10, 2023, the Parties participated in an all-day mediation presided over by Jeffrey
10 Krivis, Esq. (the “Mediator”), a respected mediator of wage and hour class actions, and with the assistance
11 of the Mediator’s evaluations, the Parties reached the Settlement that is memorialized herein. The
12 settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed
13 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
14 associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own
15 independent investigation and evaluation, Class Counsel believes that the settlement with Defendants
16 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
17 adequate and is in the best interest of the Class Members, the State of California, and PAGA Group
18 Members in light of all known facts and circumstances, including the risk of significant delay and
19 uncertainty associated with litigation and various defenses asserted by Defendants.

20 M. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
21 for the purpose of compromising significantly disputed claims and that nothing herein is an admission of
22 liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved and
23 does not become effective, it will be of no force or effect, and the Parties shall be returned to their original
24 respective positions.

25 Based on the aforementioned recitals that are a part of this Agreement, the Parties agree as follows:

26 **III. CLASS CERTIFICATION**

27 A. For purposes of this settlement only, the Parties stipulate to the certification of the Class.

28 ///

1 B. The Parties agree that certification for the purpose of settlement is not an admission that
2 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
3 whatever reason, the Court not grant Final Approval, or if the Final Approval Order and Judgment
4 thereon does not become final, the Parties' stipulation to class certification as part of the Settlement
5 shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in
6 connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-
7 settlement context in this or any other proceeding.

8 **IV. SETTLEMENT TERMS AND CONDITIONS**

9 A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
10 including Section IV.C.5, the Gross Settlement Amount that Defendants will pay under this Settlement is
11 Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00). This amount is all-
12 inclusive of all payments contemplated in this resolution, excluding any Employer Taxes, which will be
13 separately paid by Defendants to the Settlement Administrator. The entire Gross Settlement Amount will
14 be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross
15 Settlement Amount will revert to Defendants.

16 B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of
17 this Agreement, the Settlement Administrator will make the following distributions out of the Gross
18 Settlement Amount:

19 1. **To Plaintiffs:** In recognition of their efforts and work in prosecuting the Action,
20 and in exchange for Plaintiffs' execution of a general release of all claims against Defendants in Plaintiffs'
21 individual capacity and California Civil Code Section 1542, as outlined in Section IV.E.3, Plaintiffs will
22 apply to the Court for an award of not more than Fourteen Thousand Five Hundred Dollars and Zero Cents
23 (\$14,500.00) (to Plaintiff King and Plaintiff Perkins, for a total of \$29,000.00) as Service Payments.
24 Defendants will not oppose a Service Payment of up to \$14,500.00 for each Plaintiff (\$29,000.00 total).
25 The Settlement Administrator will distribute the Court-approved Service Payments out of the Gross
26 Settlement Amount, in addition to Plaintiffs' Individual Settlement Payment and/or Individual PAGA
27 Payment(s), subject to Court approval. The Settlement Administrator will issue an IRS Form 1099 to
28 Plaintiffs for the Service Payments, and Plaintiffs shall be solely and legally responsible for correctly

1 characterizing this compensation for tax purposes and for paying any taxes on the amounts received. If
2 the Court approves Service Payments of less than \$14,500.00 for Plaintiffs, (less than aggregate of
3 \$29,000) the difference between the lesser amount approved by the Court and the amount allocated
4 toward the Service Payments will be part of the Net Settlement Amount for the benefit of Participating
5 Class Members.

6 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more
7 than thirty-five percent (35%) of the Gross Settlement Amount, which is presently Eight Hundred Forty
8 Thousand Dollars and Zero Cents (\$840,000.00) for attorneys' fees (i.e., Class Counsel Fees Payment)
9 and an amount not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00) for reimbursement of
10 actual litigation costs and expenses incurred (i.e., Litigation Expenses Payment). Defendants will not
11 oppose a request for the Class Counsel Fees Payment and Litigation Expenses Payment consistent with
12 this Agreement and approved by the Court. The Settlement Administrator will distribute the Class
13 Counsel Fees Payment and Litigation Expenses Payment out of the Gross Settlement Amount, subject to
14 Court approval. These amounts will cover any and all work performed and any and all costs incurred
15 by Class Counsel in connection with the litigation of the Actions, including without limitation all work
16 performed and costs incurred to date, and all work to be performed and all costs to be incurred in
17 connection with obtaining the Court's approval of this Settlement Agreement, including any objections
18 raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally
19 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
20 the amounts received. With respect to the Class Counsel Fees Payment and Litigation Expenses Payment
21 to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries
22 and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the
23 purchase and/or use of attorney fee deferral vehicles for Class Counsel, by the Settlement Administrator,
24 will be paid separately by Class Counsel and will not be included within the Settlement Administration
25 Expenses. If the Court approves a Class Counsel Fees Payment or a Litigation Expenses Payment of less
26 than these amounts, the difference between the lesser amount approved by the Court and the amount
27 allocated toward the Class Counsel Fees Payment and Litigation Expenses Payment will be part of the
28 Net Settlement Amount for the benefit of Participating Class Members. Class Counsel assumes full

responsibility and liability for taxes owed on the Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel.

3. **To the Labor Workforce and Development Agency and PAGA Group Members.** The Parties will seek approval from the Court for the PAGA Payment of Two Hundred Seventy Two Thousand Dollars (\$272,000.00) out of the Gross Settlement Amount, of which seventy-five percent (75%), or \$204,000.00, will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%), or \$68,000.00, will be distributed to the PAGA Group Members on a *pro rata* basis (i.e., PAGA Group Member Amount). If the Court approves a PAGA Payment of less than \$272,000.00, the remainder will be part of the Net Settlement Amount for the benefit of Participating Class Members.

a. **Individual PAGA Payment Calculation.** Individual PAGA Payments will be calculated and apportioned from the PAGA Payment based upon the number of Workweeks each PAGA Group Member was employed during the PAGA Period, as follows: the Settlement Administrator will divide the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Group Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the PAGA Settlement. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. **To the Settlement Administrator.** The Settlement Administrator will distribute out of the Gross Settlement Amount, to itself, its reasonable fees and expenses, as approved by the Court, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) (i.e., Settlement Administration Expenses). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice into Spanish, printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties.

The Settlement Administrator shall transmit the required Employer Taxes and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. To the extent actual Settlement Administration Expenses are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. To the extent the Settlement Administration Expenses approved by the Court are less than \$26,000.00, the remainder will be part of the Net Settlement Amount for the benefit of Participating Class Members. The Parties each represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that creates or could create a conflict of interest.

C. **Payments from the Net Settlement Amount.** The Net Settlement Amount will be the remainder of the Gross Settlement Amount after deducting the Service Payments, Class Counsel Fees Payment, Litigation Expenses Payment, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Amount will be distributed to Participating Class Members as follows:

1. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will distribute an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required in order for a Participating Class Member to be paid their Individual Settlement Share.

2. **Individual Settlement Share Calculation.**

a. After Preliminary Approval of the Settlement, the Settlement Administrator will determine the Workweeks each Class Member was employed during the Class Period, divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Participating Class Member's

individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

3. Withholding.

a. Each Individual Settlement Share will be allocated as follows: ten percent (10%) wages (the “Wage Portion”), forty-five percent (45%) penalties, and forty-five percent (45%) interest (“Non-Wage Portion”). The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Settlement Administrator will not undertake any withholding with respect to the Non-Wage Portion of Individual Settlement Shares. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with respect to the Individual PAGA Payment. Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Participating Class Members and PAGA Group Members assume full responsibility and liability for any taxes owed on any portion of their Individual Settlement Payment and/or Individual PAGA Payment.

4. Effect of Non-Participating Class Members. Non-Participating Class Members will not be issued an Individual Settlement Share, and their Request for Exclusion will not reduce the Gross Settlement Amount or the Net Settlement Amount. Any Non-Participating Class Member’s respective estimated Individual Settlement Share will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

5. Escalator Clause. Defendants have represented that for the period May 14, 2017, through April 10, 2023, there were approximately 2,285 individuals and approximately 120,000 Workweeks (after deducting the 16,000 Workweeks encompassed in a prior settlement). If it is determined that the total number of individuals or the number of Workweeks actually exceed by more than ten percent (10%) as of June 25, 2023, Defendants will have the option to: (a) increase the Gross

Settlement Amount on a *pro rata* basis by the number of Workweeks in excess of 10% (e.g., if the Workweeks exceed 120,000 by 11%, the Gross Settlement Amount will increase by 1%) or (b) shorten the Class Period (and also the PAGA Period) end dates to a date at which the number of individuals and/or Workweeks does not increase by more than ten percent (10%) of the numbers set forth in this paragraph (“Alternate End Date”). Defendants will provide sufficient information to the Settlement Administrator to assess whether this ten percent (10%) threshold is triggered. Within ten (10) calendar days of execution of this Agreement, Defendant shall provide to counsel for Plaintiff a declaration regarding the above-referenced prior settlement and the 16,000 Workweeks referenced above. This declaration shall have sufficient information for the Court to determine that the deduction of the 16,000 Workweeks referenced above is fair, adequate, and reasonable.

D. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

a. After execution of this Settlement Agreement, Plaintiffs will file a motion for preliminary approval of the Settlement with the Court for an order granting preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the Mediator for resolution.

b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting Preliminary Approval of the Settlement.

c. Should the Court decline to preliminarily approve material aspects of the Settlement (including, but not limited to, the scope of releases of claims or the binding effect of the Settlement on Participating Class Members or PAGA Group Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.

2. Notice to Class Members. After the Court enters an order granting Preliminary Approval of the Settlement (“Order Granting Preliminary Approval”), every Class Member will be sent

1 the Class Notice as follows:

2 a. No later than fourteen (14) calendar days after the Court enters an Order
3 Granting Preliminary Approval, Defendants will provide to the Settlement Administrator an electronic
4 database containing the Class Data. If any or all of the Class Data is unavailable to Defendants,
5 Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or
6 otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator.
7 This information will otherwise remain confidential and will not be disclosed to anyone, except as required
8 to applicable taxing authorities, or pursuant to Defendants' express written authorization or by order of
9 the Court. All Class Data will be used for settlement notification and settlement administration and will
10 not be used for any other purpose by Class Counsel.

11 b. Using best efforts to mail it as soon as possible, and in no event later than
12 fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will search the
13 U.S. Postal Service's National Change of Address database to attempt to locate updated mailing addresses
14 for Class Members (and use the updated mailing addresses that are located, in lieu of the mailing address
15 information provided by Defendants in the Class Data) and mail the Class Notice in English and Spanish
16 to all Class Members via first-class U.S. Mail.

17 c. If a Class Notice is returned as undeliverable, and without a forwarding
18 address, on or before the Response Deadline, the Settlement Administrator will promptly, within five (5)
19 calendar days of receipt, search for a more current address for the Class Member by way of skip trace and
20 re-mail the Class Notice to an alternate address located through skip trace. The Settlement Administrator
21 will use the Class Data and otherwise work with Defendants to find a more current address. If a Class
22 Notice is returned as undeliverable, and with a forwarding address, on or before the Response Deadline,
23 the Settlement Administrator will promptly, within five (5) calendar days of receipt, re-mail the Class
24 Notice to the forwarding address. If the Class Notice is re-mailed, the Settlement Administrator will note
25 for its own records the date and address of each such re-mailing and notify Class Counsel and Defendants'
26 Counsel of the re-mailing, as part of a weekly status report provided to the Parties.

27 d. The Settlement Administrator must, on a weekly basis, provide written
28 reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices

1 mailed or re-mailed, Class Notices returned undelivered, the number of Requests for Exclusion from the
2 Class Settlement, objections to the Class Settlement, and Workweeks Disputes it receives (“Weekly
3 Report”).

4 e. Not later than sixteen (16) court days before the date by which Plaintiffs file
5 the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for
6 filing with the Court a declaration of due diligence setting forth its compliance with its obligations under
7 this Agreement and detailing the number of Requests for Exclusion it received (including the numbers of
8 valid and deficient submissions), the names of all Non-Participating Class Members, the number of
9 Workweeks Disputes received (including the numbers of valid and deficient submissions) and the outcome
10 of these disputes, the number of objections received (including the numbers of complete and deficient
11 submissions), and attaching the objections received. Prior to the Final Approval Hearing, the Settlement
12 Administrator will supplement its declaration of due diligence if any material changes occur from the date
13 of the filing of its prior declaration.

14 **3. Objections, Workweeks Disputes, and Requests for Exclusion.** Class Members
15 may submit a Request for Exclusion from the Class Settlement, Participating Class Members may submit
16 objections to the Class Settlement (including objections to Class Counsel Fees Payment, Litigation
17 Expenses Payment, and Service Payments), and Class Members and PAGA Group Members may also
18 submit disputes as to Workweeks allocated to them, pursuant to the following procedures:

19 a. **Requests for Exclusion from the Class Settlement.** The Parties agree,
20 and the Class Notice will provide, that Class Members who wish to exclude themselves from the Class
21 Settlement must send a signed Request for Exclusion to the Settlement Administrator by mail, postmarked
22 no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice
23 (“Response Deadline”). A Request for Exclusion must: (1) contain the case name and number of the *King*
24 Class Action; (2) state the Class Member’s full name, address, telephone number, and last four digits of
25 his or her Social Security number; (3) be signed; and (4) clearly state that the Class Member requests to
26 be excluded from the Class Settlement. If a question is raised about the authenticity of a signed Request
27 for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class
28 Member’s identity. A Non-Participating Class Member will not participate in or be bound by the Class

Settlement or to portions of the Final Approval Order and Judgment that apply to the Class Settlement (however, if a Non-Participating Class Member is a PAGA Group Member, he or she will nevertheless be bound to the PAGA Settlement and the portions of the Final Approval Order and Judgment that apply to the PAGA Settlement). A Class Member who does not complete and mail a valid and timely Request for Exclusion in the manner and by the deadline specified above will automatically be deemed a Participating Class Member and be bound by all terms and conditions of the Class Settlement, including the release of Released Class Claims, if the Settlement is approved by the Court, and by the Final Approval Order and Judgment (as it pertains to the Class Settlement), regardless of whether he or she has objected to the Class Settlement. Non-Participating Class Members shall not be permitted to file objections to the Class Settlement or appear at the Final Approval Hearing to voice any objections to the Class Settlement.

All Participating Class Members who do not submit a valid and timely Request for Exclusion will be issued an Individual Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Class Settlement, including without limitation, the release of the Released Class Claims as set forth in this Agreement. Any Class Member who submits a valid and timely Request for Exclusion is nevertheless bound to the PAGA Settlement if he or she is a PAGA Group Member, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement, as it pertains to the PAGA Settlement.

b. Objections to the Class Settlement. The Parties agree, and the Class Notice will provide, that only Participating Class Members may object to the Class Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator (who will provide copies to the Parties' counsel and attach copies to its declaration that is filed with the Court in advance of the Final Approval Hearing) by mail, postmarked no later than the Response Deadline. A written objection must: (1) contain the case name and number of the *King* Class Action; (2) state the Participating Class Member's full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing the Participating Class Member with respect to the objection. In addition to submitting a written objection, or alternatively, Participating Class Members shall be entitled to be heard at the Final Approval Hearing

(whether individually or through separate counsel) to orally object to the Class Settlement or any aspect thereof. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Class Settlement or any aspect thereof. Non-Participating Class Members shall have no ability to comment on or object to the Class Settlement.

c. **Workweeks Disputes.** The Parties agree, and the Class Notice will provide, that each Class Member and PAGA Group Member may dispute the number of Workweeks allocated to him or her during the Class Period and/or PAGA Period. Any dispute as to this allocation will be resolved by the Settlement Administrator. Any such dispute must be in writing and sent to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. A written dispute (“Workweeks Dispute”) must: (1) contain the case name and number of the *King* Class Action; (2) state the Class Member’s or PAGA Group Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed; (4) clearly state that the Class Member or PAGA Group Member disputes the number of Workweeks credited to him or her and state the number of Workweeks he or she believes are correct; and (5) attach any documentation to support the dispute.

d. **Re-mailed Notice.** In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the original deadline.

4. Right of Defendants to Reject Settlement. If ten percent (10%) or more of the Class Members submit valid and timely Requests for Exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement. Defendants will notify Class Counsel in writing and the Court whether it is exercising this right to void no later than seven (7) calendar days after the Settlement Administrator notifies the Parties that the number of valid and timely Requests for Exclusion it has received exceeds ten percent (10%) or more of the Class Members.

1 **5. No Solicitation.** The Parties and their counsel represent that neither the Parties nor
2 their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class
3 Member to object to the Class Settlement, appeal from the Final Approval Order and Judgment, or submit
4 Requests for Exclusion from the Class Settlement.

5 **6. Additional Briefing and Final Approval.**

6 a. Plaintiffs will file with the Court their application for the Class Counsel
7 Fees Payment, Litigation Expenses Payment, and Service Payments no later than the date on which
8 Plaintiffs file the motion for final approval not later than sixteen (16) court days before the Final Approval
9 Hearing, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
10 Plaintiffs may combine the motion seeking final approval of the settlement with the application for the
11 Class Counsel Fees Payment, Litigation Expenses Payment, and Service Payments. If any opposition is
12 filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a
13 reply in support of the motion for Final Approval and/or application for Service Payments, Class Counsel
14 Fees Payment, and Litigation Expenses Payment.

15 b. If the Court does not grant final approval of the Settlement or grants final
16 approval conditioned on any material modification or change to the Settlement (including, but not limited
17 to, the scope of the release of claims with respect to Participating Class Members and/or PAGA Group
18 Members), then the Parties shall work together in good faith to address any concerns raised by the Court
19 and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser
20 amount than that sought by Plaintiffs and Class Counsel for Service Payments, Class Counsel Fees
21 Payment, or Litigation Expenses Payment, will not constitute a material modification to the Settlement
22 within the meaning of this Paragraph.

23 c. Upon final approval of the Settlement by the Court at or after the Final
24 Approval Hearing, the Parties will present for the Court's approval and entry a proposed order granting
25 final approval of the Settlement and judgment based thereon ("Final Approval Order and Judgment").
26 After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction over
27 the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing
28 settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate

under court rules or applicable law. The entry of the judgment will be pursuant to California Rule of Court 3.769(h) in a form acceptable to the Parties.

7. Waiver of Right to Appeal. Provided that the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Class Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Final Approval Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Final Approval Order and Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Final Approval Order and Judgment becomes final.

8. Vacating, Reversal, or Material Modification of Final Approval Order and Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Final Approval Order and Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of the release of claims with respect to Participating Class Members and/or PAGA Group Members), and that Court's decision is not completely reversed and the Final Approval Order and Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court. A vacation, reversal, or modification of the Court's award of the Service Payments or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Final Approval Order and Judgment within the meaning of this Paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited to the Gross Settlement Amount.

9. Procedure for Funding of Settlement. Within thirty (30) calendar days after the Effective Date, Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their Employer Taxes to the Settlement Administrator.

1 **10. Procedure for Payment of Settlement Payments.** The Settlement Administrator
2 shall distribute the following payments: Within seven (7) calendar days of the funding of the Gross
3 Settlement Amount and Employer Taxes, the Settlement Administrator will mail checks for all Individual
4 Settlement Payments to Participating Class Members, Service Payments to Plaintiffs, Individual PAGA
5 Payments to PAGA Group Members, LWDA Payment to the LWDA, the Settlement Administration
6 Expenses to itself (the Settlement Administrator), and Class Counsel Fees Payment and Litigation
7 Expenses Payment to Class Counsel.

8 **11. Uncashed Individual Settlement Payment and Individual PAGA Payment**
9 **Checks.** The Settlement Administrator may, at its discretion, distribute the Individual Settlement
10 Payments and Individual PAGA Payments by way of a single check that combines both payments (if
11 applicable). Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
12 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
13 thereafter, shall be canceled. All funds associated with canceled checks will be transmitted to the *cy pres*,
14 Children's Advocacy Institute, in accordance with California Code of Civil Procedure section 384. The
15 Parties and their counsel each represent they do not have a financial interest in Children's Advocacy
16 Institute or otherwise have a relationship with Children's Advocacy Institute that creates or could create
17 a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax
18 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
19 due to the cancelation of any Individual Settlement Payment checks or Individual PAGA Payment
20 checks. All Participating Class Members and PAGA Group Members shall be bound by the terms and
21 conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their
22 Individual Settlement Payment check and/or Individual PAGA Payment check or not.

23 **12. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
24 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator
25 will serve on the Parties and file with the Court a declaration proving a final report on the disbursements
26 of all funds from the Gross Settlement Amount.

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1 E. **Release of Claims.**

2 1. **Release of Released Class Claims.** Upon the Effective Date, Plaintiffs and each
3 Participating Class Member will be deemed to have fully, finally, and forever released, settled,
4 compromised, relinquished, and discharged the Released Parties from any and all Released Class Claims.
5 This release and waiver, however, shall be conditional on Defendants' full payment of the Gross
6 Settlement Amount necessary to fund all payment obligations.

7 2. **Release of Released PAGA Claims.** Upon the Effective Date, Plaintiffs, the State
8 of California, and all PAGA Group Members will be deemed to have fully, finally, and forever released,
9 settled, compromised, relinquished, and discharged the Released Parties from any and all Released
10 PAGA Claims. This release and waiver, however, shall be conditional on Defendants' full payment of
11 the Gross Settlement Amount necessary to fund all payment obligations. PAGA Group Members cannot
12 exclude themselves from the PAGA Settlement.

13 3. **Plaintiffs' Release of Claims.** In addition, upon the Effective Date and full
14 funding of the Gross Settlement Amount, Plaintiffs will be deemed to have fully released and discharged
15 the Released Parties from any and all claims arising from his employment with Defendants, separation of
16 employment from Defendants, and any acts that have or could have been asserted in any legal action or
17 proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,
18 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
19 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
20 Security Act, National Labor Relations Act, California Corporations Code, California Business and
21 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment
22 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
23 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
24 compensation, emotional distress, medical expenses, other economic and non-economic damages,
25 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to
26 those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all
27 rights and benefits available under California Civil Code Section 1542, which provides:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
2 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
3 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
4 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
5 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
6 **PARTY.**

7 Plaintiffs understand and agree that claims and facts in addition to or different from those which
8 are whether known or believed by him to exist may hereafter be discovered. It is Plaintiffs' intention to
9 settle fully and release all claims he now has against the Released Parties, whether known or unknown,
10 suspected or unsuspected. The Service Payments will be paid to Plaintiffs specifically in exchange for
11 the general release of the Released Parties from all claims, including those specified in this Paragraph and
12 a covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiffs
13 shall not extend to claims for enforcement of this Settlement, for workers' compensation benefits, claims
14 for unemployment benefits, or other claims that may not be released by law.

15 **F. No Effect on Other Benefits.** Any payments made under this Settlement will not result
16 in any additional benefit payments (such as 401(k) or bonus) to Plaintiffs, Participating Class Members,
17 and PAGA Group Members.

18 **G. Limitation on Public Statements About Settlement.** Plaintiffs and Class Counsel
19 represent that they have not and will not issue any press, publications, or other media releases about the
20 Settlement (including, but not necessarily limited to advertising or marketing materials or on social media)
21 or have any communication with the press or media regarding the Settlement. This provision will not
22 prohibit Class Counsel from (i) communicating with Class Members after Preliminary Approval is granted
23 for the sole purpose of administering the Settlement; (ii) complying with ethical obligations; (iii)
24 submitting orders and/or information to the LWDA to comply with the PAGA statute; or (iv) referring to
25 the Action and Settlement in other litigations to support their adequacy as attorneys for a putative class or
26 to justify an award of attorneys' fees. Plaintiffs and Class Counsel agree not to respond to any media
27 inquiries except to refer reporters to the papers filed with the Court. Defendants may disclose information
28 regarding the Settlement under its contractual and legal obligations.

1 H. **Miscellaneous Terms.**

2 1. **No Admission of Liability or Class Certification for Other Purposes.**

3 a. Defendants and the Released Parties deny that they have engaged in any
4 unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under
5 the claims asserted in the Actions, or that but for the Settlement a class should be certified in the Actions.
6 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing
7 in this Agreement is intended or will be construed as an admission of liability or wrongdoing by
8 Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-
9 meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that
10 Plaintiffs and Defendants were willing to settle the Actions will have no bearing on, and will not be
11 admissible in connection with, any litigation (other than solely in connection with effectuating the
12 Settlement pursuant to this Agreement).

13 b. Whether or not the Final Approval Order and Judgment becomes final,
14 neither the Settlement, this Agreement, any document, statement, proceeding, or conduct related to the
15 Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as,
16 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
17 Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a
18 presumption, concession, indication, or admission by any of the Released Parties of any liability, fault,
19 wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence against
20 any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal, or
21 administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this
22 Agreement.

23 c. This section and all other provisions of this Agreement notwithstanding,
24 any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all
25 proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any
26 claims released or barred by this Agreement.

27 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties
28 and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties

1 relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants,
2 or inducements have been made to any Party concerning this Agreement or its exhibits other than the
3 representations, warranties, covenants, and inducements expressly stated in this Agreement and its
4 exhibits.

5 3. **Attorney Authorization.** The Parties and their counsel will cooperate with each
6 other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
7 unable to reach agreement on the form or content of any document needed to implement the Agreement,
8 or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement,
9 the Parties will seek the assistance of the Mediator for resolution.

10 4. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have
11 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
12 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
13 and discharged in this Settlement.

14 5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend for
15 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor will anything
16 in this Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by counsel for the
20 Parties, subject to Court approval. Counsel for all Parties may amend or modify this Agreement as needed
21 without signatures from their respective clients. The Parties agree that this Agreement may be signed
22 electronically.

23 7. **Agreement Binding on Successors.** This Agreement will be binding upon, and
24 inure to the benefit of, the successors or assigns of each of the Parties.

25 8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
26 be governed by and interpreted according to the laws of the State of California.

27 9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
28 preparation of this Agreement. This Agreement will not be construed against any Party on the basis that

1 the Party was the drafter or participated in the drafting, it being recognized that, because of the arms-
2 length negotiations between the Parties, all Parties have contributed equally to the preparation of this
3 Settlement Agreement.

4 10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
5 this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this
6 Agreement through arms-length negotiations, taking into account all relevant factors, current and
7 potential. The Parties further acknowledge that they are each represented by competent counsel and that
8 they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
9 this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the
10 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
11 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

12 11. **Use of Documents and Data.** All originals, copies, and summaries of documents
13 and data provided to Class Counsel by Defendants in connection with the mediation or other settlement
14 negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and
15 may not be used in any way that violates any existing contractual agreement, statute, or rule.

16 12. **Headings.** The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable.

22 14. **All Terms Subject to Final Court Approval.** All amounts and procedures
23 described in this Settlement Agreement herein will be subject to final Court approval.

24 15. **Posting of the Final Approval Order and Judgment.** The Parties shall provide
25 the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered
26 by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
27 website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar
28

1 days. No individualized notice of the Final Approval Order and Judgment will be required to be
2 provided to the Class.

3 16. **Notice.** All notices, demands or other communications given under this Agreement
4 will be in writing and deemed to have been duly given as of the third business day after mailing by United
5 States mail, addressed as follows:

6 *To Plaintiffs and the Class:*

7 Edwin Aiwazian
8 Arby Aiwazian
9 Joanna Ghosh
10 Selena Matavosian
11 **LAWYERS for JUSTICE, PC**
12 410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com; arby@calljustice.com; joanna@calljustice.com;
selena@calljustice.com

13 *To Defendants:*

14 Giancarlo Urey
15 Maria Arakelian
16 **Davis Wright Tremaine LLP**
17 865 South Figueroa Street, 24th Floor
Los Angeles, California 90017
Tel: (213) 633-6800
Fax: (212) 633-6899
E-Mail: giancarlourey@dwt.com; mariaarakelian@dwt.com

19 17. **Execution in Counterparts.** This Agreement may be executed in one or more
20 counterparts by facsimile, electronically, or email which for purposes of this Agreement will be accepted
21 as an original. All executed counterparts and each of them will be deemed to be one and the same
22 instrument provided that counsel for the Parties will exchange between themselves signed counterparts.
23 Any executed counterpart will be admissible in evidence to prove the existence and contents of this
24 Agreement.

25 18. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the
26 Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation
27 of this Agreement and enforcement of the Settlement until performance in full of the terms of this
28 Settlement.

IT IS SO AGREED.

Electronically Signed	2024-05-01 04:29:48 UTC - 99.73.160.191
	
Printed Assurance	95a2617c-b871-4316-9515-b14600086a83

Valencia King, Plaintiff

Victoria Perkins, Plaintiff

Leisure Care, LLC, Defendant
By:
Title:

Fresn, LLC, Defendant
By:
Title:

Livermore Senior Living, Defendant
By:
Title:

///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendants:

IT IS SO AGREED.

REPRESENTATIVE PLAINTIFF VALENCIA KING

Dated: _____, 2024

Valencia King, Plaintiff

REPRESENTATIVE PLAINTIFF VICTORIA PERKINS

Dated: 04/02/2024, 2024

Electronically Signed: 2024-04-02 15:15:34 UTC - 174.236.226.84

21.10.2024

Nintex Assure Signed: wc34824b-dbd9-4126-aac38-b1460007c07d

Victoria Perkins, Plaintiff

DEFENDANT LEISURE CARE, LLC

Dated: _____, 2024

Leisure Care, LLC, Defendant

By:

Title:

DEFENDANT FRESN, LLC

Dated: _____, 2024

Fresn, LLC, Defendant

By:

Title:

DEFENDANT LIVERMORE SENIOR LIVING

Dated: _____, 2024

Livermore Senior Living, Defendant

By:

Title:

///

///

111

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendants:

3 **IT IS SO AGREED.**

4 **REPRESENTATIVE PLAINTIFF VALENCIA KING**

5
6 Dated: _____, 2024

Valencia King, Plaintiff

7
8 **REPRESENTATIVE PLAINTIFF VICTORIA**
9 **PERKINS**

10
11 Dated: _____, 2024

Victoria Perkins, Plaintiff

12
13 **DEFENDANT LEISURE CARE, LLC**

14
15 Dated: April 2nd _____, 2024

Leisure Care, LLC, Defendant
By: Dan Madsen
Title: CEO

16
17 **DEFENDANT FRESN, LLC**

18
19 Dated: _____, 2024

Fresn, LLC, Defendant / By RC Manager, Inc, its
By: JILL ASHTON Manager
Title: VICE PRESIDENT / Secretary

20
21 **DEFENDANT LIVERMORE SENIOR LIVING**

22
23
24 Dated: _____, 2024

Livermore Senior Living, Defendant
By:
Title:

25
26 ///

27 ///

28 ///

REPRESENTATIVE PLAINTIFF VALENCIA KING

Valencia King, Plaintiff

Victoria Perkins, Plaintiff

Leisure Care, LLC, Defendant
By:
Title:

Fresn, LLC, Defendant
By:
Title:

DocuSigned by:
By: Robert Klein
Robert N. Klein, President

DocuSigned by:
By: Joseph W. Callahan Jr.
Joseph W. Callahan Jr., President

DEFENDANT HERITAGE ESTATES

Murrieta Seniors Associates, LP

By: Livermore Independent Living Associates LLC

By: Callahan Livermore Senior Living II, LP

Dated: _____, 2024

DocuSigned by:
By: Joseph W. Callahan, Jr.
CE59B07A37EE407
Joseph W. Callahan, Jr., Manager

By: BMT Associates, LLC

Dated: _____, 2024

DocuSigned by:
By: Robert N. Klein
7AE714BF2586466
Robert N. Klein, Manager

DEFENDANT DAN B. MADSEN

Dated: _____, 2024

By: _____
Dan B. Madsen, Defendant

AGREED AS TO FORM:

Dated: _____, 2024

LAWYERS *for* JUSTICE, PC

By: _____
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiffs

Dated: _____, 2024

DAVIS WRIGHT TREMAINE, LLP

By: _____
Giancarlo Urey
Maria Arakelian
Attorneys for Defendants

DEFENDANT HERITAGE ESTATES

Dated: _____, 2024

Heritage Estates, Defendant

By:

Title:

DEFENDANT DAN B. MADSEN

Dated: April 2nd _____, 2024



Dan B. Madsen, Defendant

AGREED AS TO FORM:

Dated: _____, 2024

LAWYERS *for* JUSTICE, PC

By: _____

Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiffs

Dated: _____, 2024

DAVIS WRIGHT TREMAINE, LLP

By: _____

Giancarlo Urey
Maria Arakelian
Attorneys for Defendants

DEFENDANT HERITAGE ESTATES

Dated: _____, 2024

Heritage Estates, Defendant

By:

Title:

DEFENDANT DAN B. MADSEN

Dated: _____, 2024

Dan B. Madsen, Defendant

AGREED AS TO FORM:

Dated: May 1, 2024

LAWYERS *for* JUSTICE, PC

By: _____


Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiffs

Dated: May 7, 2024

DAVIS WRIGHT TREMAINE, LLP

By: _____


Giancarlo Urey
Maria Arakelian
Attorneys for Defendants

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Valencia King, et al. v. Leisure Care, LLC, et al.
Superior Court of California for the County of Alameda, Case No. RG21099267

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Valencia King and Victoria Perkins (together, "Plaintiffs") and Defendants Leisure Care, LLC, Fresno, LLC, Livermore Senior Living, Heritage Estates, and Dan B. Madsen (collectively, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Valencia King, et al. v. Leisure Care, LLC, et al.*, Alameda County Superior Court, Case No. RG21099267, which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees who were employed by Defendants or who were employed at a Leisure Care-Managed Community in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from May 14, 2017 through [June 25, 2023, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement].

"Class Settlement" means the settlement and release of all Released Class Claims (as defined in Section III.D below).

"PAGA Group Member(s)" means all current and former non-exempt employees who were employed by Defendants or who were employed at a Leisure Care-Managed Community in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from July 12, 2020 through [June 25, 2023, or the Alternate End Date, if applicable pursuant to Section IV.C.5 of the Settlement Agreement].

"PAGA Settlement" means the settlement and release of Released PAGA Claims (as defined in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On May 14, 2021, Plaintiff Valencia King ("Plaintiff King") commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG21099627 ("*King Class Action*"). On September 16, 2021, Plaintiff King filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*, in the Alameda County Superior Court, Case No. RG21112925 ("*King PAGA Action*"). On February 25, 2022, the Court consolidated the *King Class Action* and the *King PAGA Action* and deemed the *King Class Action* as the lead case. On April 28, 2022, Plaintiff Victoria Perkins ("Plaintiff Perkins") filed a Class Action Complaint for Damages in the Fresno County Superior Court, Case No. 22CECG01299 ("*Perkins Action*") (the *King Class Action*, *King PAGA Action*, and *Perkins Action* are collectively referred to as the "Actions"). On February 20, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages in the *King Class Action*, thereby adding Plaintiff Perkins to the *King Class Action*.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest

breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny that it did anything wrong and contends that it timely and properly paid all wages owed; provided all required meal and rest breaks; properly issued accurate, itemized wage statements; provided all reimbursements for business expenses; and did not engage in any unfair competition or violations of PAGA. Defendants contend that none of the claims alleged by Plaintiffs will succeed in court.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Valencia King and Victoria Perkins as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs or to Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the “Gross Settlement Amount”) to be paid by Defendants. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Counsel Fees Payment, consisting of attorneys’ fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$840,000.00), and Litigation Expenses Payment consisting of reimbursement of litigation costs and expenses in an amount up to Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Service Payments in an amount up to Fourteen Thousand Five Hundred Dollars (\$14,500.00) each to Plaintiffs for their services in the Actions (\$29,000.00, total); (3) PAGA Payment in the amount of Two Hundred Seventy-Two Thousand Dollars (\$272,000.00); and (4) Settlement Administration Expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00) to the Settlement Administrator. Note: A total of Two Hundred Seventy-Two Thousand Dollars (\$272,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which the California Labor and Workforce Development Agency

("LWDA") will be paid 75% (i.e., \$204,000.00) ("LWDA Payment") and the remaining 25% (i.e., \$68,000.00) to be distributed on a *pro rata* basis to PAGA Group Members based on their Workweeks during the PAGA Period ("PAGA Group Member Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") and PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Group Member Amount ("Individual PAGA Payment") based on the number of weeks each Class Member was employed by Defendants (or otherwise at a Leisure-Care Managed Community) as a non-exempt employee in California during the Class Period and the number of weeks each PAGA Group Member was employed by Defendants (or otherwise at a Leisure-Care Managed Community) as a non-exempt employee in California during the PAGA Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value" and multiplied each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members") will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period to yield the "PAGA Workweek Value" and multiplied each PAGA Group Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as 10% wages, which will be reported on an IRS Form W2, and 45% penalties and 45% interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares (the net payment is referred to as "Individual Settlement Payment"). The employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendants separately and in addition to the Gross Settlement Amount. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

- From May 14, 2017, through **[June 25, 2023 or the Alternate End Data, if applicable]** (i.e., Class Period), you are credited as having worked **[]** Workweeks.
- From July 12, 2020, through **[June 25, 2023 or the Alternate End Data, if applicable]** (i.e., PAGA Period), you are credited as having worked **[]** Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The Workweeks Dispute must: (1) contain the case name and number of the *King* Class Action (*Valencia King v. Leisure Care, LLC, et al.*, Case No. RG21099627); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; (4) clearly state that you dispute the number of Workweeks credited to you and state the number of Workweeks you believe are correct; and (5) attach any documentation to support the dispute.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiffs and each Participating Class Member will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released Class Claims. This release and waiver, however, shall be conditional on Defendants' full payment of the Gross Settlement Amount necessary to fund all payment obligations.

Upon the Effective Date, Plaintiffs, the State of California, and all PAGA Group Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released PAGA Claims. This release and waiver, however, shall be conditional on Defendants' full payment of the Gross Settlement Amount necessary to fund all payment obligations.

"Released Class Claims" means any and all claims, rights, demands, liabilities, and causes of action of any nature or description, under state, federal, or local law, that were alleged in the Operative Complaint (as defined below), or reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, arising during the Class Period, including claims for failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.* based on the aforementioned, and all damages, penalties, interest, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief. Plaintiffs and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

"Released PAGA Claims" means any and all causes of action that were alleged in the *King* PAGA Complaint and LWDA Letter, or reasonably could have been alleged based on the factual allegations contained in the *King* PAGA Complaint (as defined below) and LWDA Letter (as also defined below), arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*, for Defendants' alleged failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to provide requisite written notice of material terms of employment (including regarding rate of pay, allowances, payday, name of employer, employer's physical address, employer's telephone number, employer's workers' compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during employment, and failure to indemnify necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 551, 552, 558, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001.

“Released Parties” means Defendants Leisure Care, LLC, FRESN, LLC, Livermore Senior Living Associates LP, Murrieta Seniors Associates, L.P., LC-LIVSA, and Dan B. Madsen and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

E. Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$840,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payments to Plaintiffs

Plaintiffs will each seek the amount of Fourteen Thousand Five Hundred Dollars (\$14,500.00) (“Service Payment”) (\$29,000.00, total), in recognition of their service in connection with the Actions. The Service Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty-Six Thousand Dollars (\$26,000.00) (“Settlement Administration Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and disputes to Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendants shall fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) days of the Effective Date. Distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Group Members shall occur no later than seven (7) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given and entered Preliminary Approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered Final Approval Order and Judgment; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in

Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain your own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending a written request ("Request for Exclusion") to the Settlement Administrator by mail at the specified address below, postmarked **no later than [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (1) contain the case name and number of the *King* Class Action (*Valencia King v. Leisure Care, LLC, et al.*, Case No. RG21099627); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; and (4) clearly state that you request to be excluded from the Class Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, or presenting your objection at the Final Approval Hearing.

A written objection must: (1) contain the case name and number of the *King* Class Action (*Valencia King v. Leisure Care, LLC, et al.*, Case No. RG21099627); (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing you with respect to the objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, Service Payments to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <http://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the public terminals at the Civil Division, located at the George E. McDonald Hall of Justice, 2233 Shoreline Drive, Alameda, California 94501, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=Home>

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

LAWYERS FOR JUSTICE^{PC}

July 12, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: Leisure Care, LLC, Heritage Estates, Livermore Senior Living, and Dan B. Madsen

Dearest Representative:

We have been retained to represent Valencia King against Leisure Care, LLC, Heritage Estates, Livermore Senior Living (including any and all of their affiliates, subsidiaries, parents, directors, officers, and agents), and Dan B. Madsen (collectively referred to as “the Company”) for violations of California wage-and-hour laws.

At all times herein relevant, Mr. Madsen was and is the Chairman, Chief Executive Officer, member, manager, owner, and/or operator of all of the mentioned entities. Mr. Madsen, acting either individually or as officer, owner, director, agent, manager, member, operator or employee of all of the above entities, caused and continues to cause *all* of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein, including without limitation violations of Labor Code Section 558 and 1197.1

Ms. King seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. King seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

The Company employed Ms. King as an hourly-paid, non-exempt employee from approximately November 2019 to the present, in the State of California.

The “aggrieved employees” that Ms. King may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for the Company.

Based on the following facts and theories, the Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 5-2001 and any other applicable IWC Wage Order.

Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, undergoing health screening, donning and doffing personal protective equipment, cleaning, performing the daily duties of their position, setting up work stations.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. King and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. King and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Company required Ms. King and other aggrieved employees to work during meal and rest periods and failed to compensate them for all non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. The Company also required aggrieved employees to stay on work premises during rest periods in violation of all applicable statutory and case law.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Company failed to pay Ms. King and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Company failed to pay Ms. King and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Company did not provide Ms. King and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, failure to include the legal name of the employer, failure to include the total hours worked by Ms. King and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. King and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. King and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. King and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. King and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. King and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the

employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Company failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5. For example, the legal name of the hiring employer is inaccurate on the Labor Code section 2810.5 disclosure form.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Company did not provide Ms. King and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders Wage Orders 5-2001, and any other applicable IWC Wage Orders., require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Company failed to pay Ms. King and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. King and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Company failed to pay Ms. King and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. King and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. King and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Company. These costs include, but are not limited to, purchasing tools such as a cooking knife set, incurring gasoline/mileage to purchase necessary tools for work, using personal cell phone for work-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. King seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please give me a call. Thank you.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Leisure Care, LLC
c/o
Cogency Global, Inc.
Agent for Service of Process
1325 J Street, Suite 1550
Sacramento, CA 95814

Heritage Estates
900 East Stanley Blvd.
Livermore, CA 94550

Livermore Senior Living
999 Third Avenue, Suite 4550
Seattle, WA 98104

Dan B. Madsen
999 Third Avenue, Suite 4550
Seattle, WA 98104